Davidson County DEEDQC
Recvd: 10/09/03 08:40 2pgs
Fees:12.00 Taxes:0.00
20031009-0149767

THIS INSTRUMENT PREPARED BY:

WALKER & ASSOCIATES
204 North Main St.
Goodlettsville, TN. 37072

QUITCLAIM DEED

Address New Owners	Send Tax Bills To:	Map - Parcel
VICKI MICHELLE MARLETT	*SAME*	*30040208 0004525*
200 INNER CR.		*053-03-0 057.00*
IRVING, TEXAS 75060		

FOR AND IN CONSIDERATION of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, ***THELMA MARIE TIDWELL WILKEY***, by these presents does hereby quitclaim and convey unto ***VICKI MICHELLE MARLETT***, and her successors and assigns, all her right, title and interest in and to the following described tract of land:

Being Lot No. 74, Section "B", Village of Old Hickory, as shown on plan recorded July 16, 1948, Book 1424, Page 67, in Register's Office for Davidson County, Tennessee; fronting 56.9 foot on Clarke Street, containing 0.12 acres, more or less; Being the same property conveyed to Elmer C. Tidwell and wife, Flossie T. Tidwell, of record in Book 2017 Page 501, Register's Office of said county. Elmer C. Tidwell died on April 29, 1983, and by operation of law, his interest passed to Flossie T. Tidwell, as surviving tenant by the entirety.

TITLE SOURCE: 20030108 0003414

Subject to an/or reserving one (1) permanent easement ten (10) feet wide for utilities, together with all rights in connection with said easement, including the ingress and egress over the property herein conveyed for servicing easement, all as shown on said recorded plan, which is made a part of this description by reference thereto.

The following covenants to be deemed and considered as covenants running with the land and binding upon GRANTEES and all future owners of the property for the benefit of all, the property located within the "OLD HICKORY VILLAGE" in the Fourth Civil District of Davidson County, Tennessee are expressly made a part of this conveyance by agreement between GRANTOR and GRANTEES:

1. **No trade or business of any kind or character which might result in a nuisance shall be erected, permitted, maintained or operated upon any of the land included in the said tract nor shall any building designed or intended for use for any such purpose be erected thereon;**

2. **No nuisance shall be permitted or maintained upon any portion of said property;**

3. **No sale of alcoholic beverages shall be permitted;**

4. **No poultry, hogs, cattle or other livestock shall be kept thereon;**

5. **No building shall be erected on the land except a building designed and used for residential purposes, and no such building shall be designed or used for the accommodation of more than two separate dwelling units, each large enough to accommodate only one family, and no structure shall be erected on the property, in addition to the dwelling house, except a garage building and servants dwelling, not to exceed two stories in height, and not to exceed space for the storage of two automobiles.**

6. **No trailer, basement, tent, or outbuildings erected on the tract shall at any time be used as a residence temporary or permanent, with the exception of the servants quarters, as permitted in the preceding paragraph;**

7. **The foregoing covenants ahll be binding on the GRANTEES and all future owners of the property for a period of twenty (20) years from July 1, 1947;**

8. **GRANTEES and all future owners of the tract agree to comply strictly with all applicable zoning restrictions promulgated from time to time by the Quarterly Court of Davidson County and all plans for new buildings erected on any portion of the tract must be submitted to and approved by GRANTOR, its successors and assigns, with the right reserved to GRANTOR to specify position of buildings on the lot and type of construction of all buildings until such date as said GRANTOR, its successors or assigns, may relinquish such right in regard to buildings by a written instrument duly executed and recorded in the Registrar's Office of Davidson County, Tennessee, which date shall in no event exceed twenty (20) years from July 1, 1947.**

STATE OF TEXAS
COUNTY OF DALLAS

The actual consideration or value whichever is greater, for this transfer is $0

Subscribed and sworn to before me this 12 day of March, 2003.

Vicki Parlett
Affiant

My commission expires: 7/19/04
(Affix Seal)

Gwendolyn Conn
Notary Public

GWENDOLYN CONN
Notary Public, State of Texas
My Commission Expires 07-19-04

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

Witness my/our hand(s) this 12 day of March, 2003, the bargaining parties, having caused my/our name (s) to be signed hereto on said day and date.

Thelma C Marie Tidwell Wilkey
THELMA MARIE TIDWELL WILKEY

STATE OF Texas
COUNTY OF Dallas

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **THELMA MARIE TIDWELL WILKEY**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Irving, Tx, this the 12th day of March, 2003.

Melba Johnson
Notary Public

My Commission Expires: 5-29-05

MELBA JOHNSON
Notary Public, State of Texas
My Commission Exp. 05-29-2005